

NS

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In the Matter of the Arbitration Between :

AAMCO Transmissions, Inc. :

Claimant, :

v. :

Clay M. Schroepfer :

Respondent. :

Miscellaneous Action, File No. 10-mc-149

**PETITION TO CONFIRM ARBITRATION AWARD**

Petitioner AAMCO Transmissions, Inc. ("AAMCO") moves the Court for an Order, pursuant to 9 U.S.C. §§9 and 13, confirming the Award of the arbitrator in the matter of the arbitration between Petitioner AAMCO, and Respondent Clay M. Schroepfer (hereinafter "Respondent" or "Schroepfer"), made on July 26, 2010, and directing that judgment be entered thereon. AAMCO alleges for its Petition to Confirm Arbitration Award as follows:

1. AAMCO is, and at all times relevant hereto, was a Pennsylvania corporation with its principal place of business located at 201 Gibraltar Road, Suite 150, Horsham, PA 19044.

2. Respondent Clay M. Schroepfer is an adult individual with a primary place of business located at 6101 South Garnett Road, Broken Arrow, OK 74012 and a last known home address of 1639 S. Evanston Avenue, Tulsa, OK 74104.

3. On July 22, 1997, Respondent Schroepfer, entered into a Franchise Agreement with Claimant enabling Respondent to own and operate an AAMCO Transmission Center located at 6101 South Garnett Road, Broken Arrow, OK 74012 (the "Center"). Arbitration in Philadelphia has been agreed upon pursuant to Section 22.1(b) of the Franchise Agreement. A

true and correct copy of said Franchise Agreement is attached hereto and made a part hereof as Exhibit "A".

4. Section 22.1(b) of the Franchise Agreement provides:

All disputes, controversies or claims arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor except for termination by AAMCO which is based in whole or in part, upon the fraudulent acts of Franchisee or Franchisee's failure to deal honestly and fairly with any customer of the center or Franchisee's failure to accurately report his gross receipts to AAMCO. Arbitration shall be conducted in Philadelphia, Pennsylvania, unless otherwise agreed to by the parties.

5. On or about April 28, 2010, pursuant to the terms of the Franchise Agreement, AAMCO filed a Demand for Arbitration with the American Arbitration Association ("AAA") office in Philadelphia, Pennsylvania. A true and correct copy of the Demand for Arbitration is attached hereto as Exhibit "B" and incorporated herein by this reference.

6. On or about June 2, 2010, the AAA appointed Charles F. Forer, Esq. to serve as arbitrator in this dispute.

7. On July 26, 2010, Arbitrator Forer issued a written award ("Award") in favor of AAMCO. The arbitrator awarded AAMCO Fifty-Nine Thousand Two Hundred Twenty-One dollars and Twenty-Seven cents (\$59,221.27) for Claimant's underlying claim. The arbitrator further awarded AAMCO administrative fees and compensation of the arbitrator totaling Two Thousand One Hundred Seventy-Five dollars (\$2,175.00), and attorney's fees totaling Three Thousand Two Hundred Fifty dollars (\$3,250.00), for a grand total of Sixty-Four Thousand Six Hundred Forty-Six dollars and Twenty-Seven cents (\$64,646.27) in full settlement of all claims submitted to the AAA. A true and correct copy of the Award is attached hereto and made a part hereof as Exhibit "C".

8. Rule 48(c) of the AAA's Commercial Arbitration Rules (the operative rules governing the dispute) provides that "[p]arties to an arbitration under these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof." A copy of the AAA's Commercial Arbitration Rule 48(c) is attached hereto as Exhibit "D".

WHEREFORE, AAMCO requests:

1. That the Award be confirmed as a final judgment; and
2. Any other relief that the Court deems just and proper.

Respectfully Submitted,



William B. Jameson, Esquire  
ID No.: 58949 (PA)  
Attorney for Claimant  
AAMCO Transmissions, Inc.  
201 Gibraltar Road, Suite 150  
Horsham, PA 19044  
(610) 668-2900

8-18-10  
DATE

**NS**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

\_\_\_\_\_  
In the Matter of the Arbitration Between :

AAMCO Transmissions, Inc. :

Claimant, :

v. :

Clay M. Schroepfer :

Respondent. :

Miscellaneous Action, File No. 10-mc-149

**ORDER**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2010, upon Claimant's Petition To Confirm Arbitration Award, and response thereto or arguments thereon, it is hereby ORDERED and DECREED that Plaintiff's Petition is GRANTED. JUDGMENT is entered in favor of Claimant, AAMCO Transmissions, Inc., and against Respondent, Clay M. Schroepfer, in the amount of \$64,646.27.

BY THE COURT:

\_\_\_\_\_  
J.

**AUG 19 2010**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In the Matter of the Arbitration Between	:	
	:	
AAMCO Transmissions, Inc.	:	
Claimant,	:	
v.	:	Miscellaneous Action, File No. _____
Clay M. Schroepfer	:	
Respondent.	:	
	:	

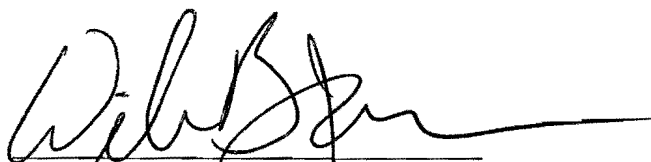
**CERTIFICATE OF SERVICE**

William B. Jameson, hereby certifies that he did serve on this 18<sup>th</sup> day of August, 2010,  
the attached Petition To Confirm Arbitration Award and supporting papers upon the Respondent,  
via U.S. Regular Mail and Certified Mail, postage prepaid:

Clay M. Schroepfer  
6101 South Garnett Road  
Broken Arrow, OK 74012

Clay M. Schroepfer  
1639 S. Evanston Avenue  
Tulsa, OK 74104

8-18-10  
DATE

  
\_\_\_\_\_  
William B. Jameson, Esquire  
Attorney for Claimant  
AAMCO Transmissions, Inc.  
201 Gibraltar Road, Suite 150  
Horsham, PA 19044  
(610) 668-2900